

AGREEMENT OF SALE

This AGREEMENT OF SALE ("Agreement") is made on _____, by and between **GLATFELTER PULP WOOD COMPANY** (formerly known as "The Glatfelter Pulp Wood Company"), a Maryland Corporation, having its principal offices in Spring Grove, Pennsylvania, ("Seller") and **THE BOARD OF SUPERVISORS OF FAUQUIER COUNTY VIRGINIA**, a body corporate ("Purchaser").

In consideration of the mutual benefits to be received by the parties, the Seller agrees to sell, and Purchaser agrees to buy, upon the terms included herein, in fee simple absolute a 3.0 acre portion of that land, more or less, together with all improvements and fixtures thereon and privileges and appurtenances pertaining thereto, situate, lying and being in the Cedar Run Magisterial District of Fauquier County, Virginia, commonly known as "The Janney tract," PIN # 7827-64-6614 (such portion hereafter called the Property, and being more particularly described as follows):

a parcel consisting of 3.0 acres, more or less, together with an ingress/egress easement as shown to be subdivided as hereinafter set forth from that certain lot or parcel of land together with all buildings and improvements thereon and all easements, rights, and appurtenances thereunto belonging, lying and being situated in Cedar Run Magisterial District, as generally shown on the attached exhibit A at Fauquier, Virginia, and being a portion of the parcel shown on the Fauquier County, Virginia tax map: PIN #7827-64-6614. This parcel shall be shown on a subdivision and survey plat to be entitled "Plat showing division for utility lot on The Land of GLATFELTER PULP WOOD COMPANY".

The Property shall be conveyed under the following terms and conditions:

1. **PRICE:** The total purchase price of the Property is Fifteen Thousand Dollars (\$15,000) to be paid by Purchaser to the credit of the Seller at settlement as set forth hereafter. As additional consideration, the Purchaser agrees to assign 20% of the gross rent obtained in the event that Purchaser elects to rent the tower which is to be constructed on the subject property, to be accounted for and paid at the end of each calendar year or upon Purchaser's receipt of payment if paid in a lump sum. The County shall under no circumstances incur any obligation to pay rent until paid. The assignment of rents to seller shall be personal to Seller and shall not run with or be appurtenant to the land owned by seller or be subject to apportionment in the event that Seller subdivides the adjoining property. In the event that seller ceases to exist, this obligation shall terminate. Change of name shall not constitute cessation of existence. This portion of the agreement will not merge with the deed which is to be executed pursuant to this agreement.
2. **DEPOSIT:** Upon presentation of this agreement, the Purchaser will tender a check for \$1,500.00 payable to Seller. The Seller will retain the check until this Agreement is fully executed, after which time the \$1,500.00 may be negotiated and retained as non-refundable deposit, except if

the Seller should default hereunder in which case the deposit shall be returned. The deposit will be credited to the Purchaser at settlement. If the Purchaser fails or neglects to purchase the Property as provided herein, at no fault of the Seller, the Seller may keep the amount of the deposit as liquidated damages; provided, however, that if the Purchaser fails or neglects to purchase the Property through some fault of the Seller, the deposit shall be returned to the Purchaser.

3. **SETTLEMENT:** Purchaser will provide settlement counsel, and settlement shall occur at the offices of the County Attorney within sixty (60) days of the date of this Agreement of Sale. The precise settlement date may be set, and the sixty (60) day period may be extended by mutual agreement between the County Attorney and the Seller. The sixty (60) day period shall be extended if necessary to obtain a title binder or lien payoff information, or to complete site investigations.

4. **DEED:** At settlement, Seller agrees to execute and deliver a good and sufficient special Warranty deed to the Property to Purchaser at settlement subject to all restrictions, easements, rights of way, and covenants of record as of the date of this agreement. The County Attorney must approve the deed as to form prior to settlement.

5. **SUBDIVISION:** Purchaser shall be responsible for subdividing the Property from the remainder of its current parcel prior to recordation of the Deed, including all costs thereof. The Seller agrees to cooperate with Purchaser in pursuing the subdivision necessary to permit the conveyance of the Property, including signing any necessary applications, allowing access to the Property as may be necessary for surveys and signing the subdivision plat as owner when requested by Purchaser at settlement or otherwise. The subdivision plat shall divide Seller's existing parcel to create the Property as a separate parcel, as generally shown on Exhibit A. The parcel shall be conveyed to Purchaser by deed as provided herein.

6. **ENCUMBRANCES:** Seller agrees not to convey the Property or any interest in the Property, to enter into or extend any lease on the Property, to contract to sell the Property to a third party, or to otherwise encumber the Property in any manner whether by commission or omission prior to settlement without the express written consent of the Purchaser.

7. **TITLE:** Except as otherwise provided herein, the Property shall be conveyed free and clear of all liens, leases, and indebtedness and title shall be marketable and fully insurable at usual and normal rates by a highly reliable national title insurance company, licensed to do business in the Commonwealth of Virginia and approved by the Purchaser, or this Agreement may be terminated at the option of the Purchaser. However, a reasonable time shall be allowed the Seller to correct any defects reported by the title examiner.

8. **CHARGES:** Examination of title, conveyancing, notary fees, state and local taxes and fees (including the State Grantor's tax), and all recording charges are to be at the cost of the Purchaser. Real estate taxes, water, sewer, utility and all other charges are to be pro-rated to date of settlement. Purchaser agrees to bear the cost of roll-back taxes, if any applicable to the property to be purchased. This portion of the agreement will not merge with the deed which is to be executed pursuant to this agreement.

9. **POSSESSION:** Seller agrees to give possession of the Property at settlement.

10. **HAZARDOUS OR TOXIC MATERIALS WARRANTY:** Seller warrants that) to the best of Seller's knowledge, (i) Seller has not disposed of hazardous or toxic wastes or substances including asbestos, regulated by applicable federal, state or local environmental, health and safety standards ("Hazardous Materials") on land or improvements, comprising any part of the Property; and (ii) Seller has no actual knowledge of any such use of the Property to dispose of Hazardous Materials. Seller further warrants that Seller has not dumped or disposed of any Hazardous Materials originating on the Property except as provided by law at a site or facility approved by federal, state and local regulatory agencies for the disposal of such materials.

11. **PURCHASER INVESTIGATIONS:** Prior to settlement Purchaser, its employees and agents may enter onto the property for the purposes of inspection, investigation, environmental testing well drilling, surveying and other activities related to Purchaser's use of the property or the suitability of the property for Purchaser. Suitability shall include but not be limited to ability of the subject property to comply with any and all state, Federal or local regulatory requirements for a radio transmission tower and determination that the site will afford adequate coverage for the County emergency radio system. Purchaser may terminate this Agreement if the Purchaser determines the property will not suit its needs upon written notice to Seller. Termination shall relieve both parties from any liability hereunder; notwithstanding the foregoing, Purchaser agrees to return the property, as nearly as practicable, to its condition prior to Agreement.

12. **NOTICES:** All notices, demands, and requests which may be given, or are required to be given by either party to the other shall be in writing, and shall be either hand delivered or be sent by United States registered or certified mail, return receipt requested, with proper first class postage prepaid, and properly addressed.

If to Seller: Glatfelter Pulp Wood Company
228 S. Main Street
Spring Grove, PA 17362

With a copy to: Glatfelter Legal Dept.
96 S. George St., Suite 500
York, PA 17401-1434

If to Purchaser: Fauquier County Administrator
40 Culpeper Street, 4th Floor
Warrenton, VA 20186

with copy to: Fauquier County Attorney
40 Culpeper Street, 4th Floor
Warrenton, VA 20186

Any party may, by like notice given at least ten (10) days before such change becomes effective, designate a new address to which such notices shall be sent. Notice shall be deemed effective when personally delivered, or received, if said notice is by mail. An acknowledgment signed by the party getting notice shall constitute conclusive evidence that the notice has been received.

13. **NO AGENTS:** Purchaser and Seller represent that they did not utilize any real estate agents or brokers in this transaction. Each agrees to pay or bond any claims for agents' or brokers' commissions caused by their actions prior to settlement.

14. **BINDING AGREEMENT:** The parties to this Agreement mutually agree that it shall be binding upon them, and each of the respective heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein except as specifically provided herein; that this Agreement contains the final and entire agreement between the parties hereto; and that they shall not be bound by any terms conditions, statements, warranties or representations, oral or written, not contained herein.

WITNESS the following signatures:

PURCHASER: BOARD OF SUPERVISORS OF FAUQUIER
COUNTY, VIRGINIA

BY: _____
Harry F. Atherton, Chairman

ATTEST:

County Clerk

SELLER: GLATFELTER PULP WOOD COMPANY

BY: _____
Thomas V. Bosley, Vice-President and General Manager

APPROVED AS TO FORM:

Paul S. McCulla, County Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF CULPEPER

The foregoing instrument was acknowledged before me this _____ day of _____, 2003,
by HARRY F. ATHERTON, Chairman, Board of Supervisors of Fauquier County, Virginia.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF FAUQUIER

The foregoing instrument was acknowledged before me this _____ day of _____, 2003,
by: _____, County Clerk, Fauquier
County, Virginia

Notary Public

My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF YORK

The foregoing instrument was acknowledged before me this _____ day
of _____, 2003,
by THOMAS V. BOSLEY, Vice- President and General Manager, Glatfelter Pulp Wood Company

(SEAL)

Notary Public

My Commission Expires: _____